

David Stebbins (pro se Plaintiff)  
(870) 212-4947

123 W. Ridge Ave., APT D, Harrison, AR 72601  
[acerthorn@yahoo.com](mailto:acerthorn@yahoo.com)

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

DAVID STEBBINS,

PLAINTIFF

VS.

Case 8:24-cv-01486-JVS-KES

JARROD JONES

DEFENDANTS

**MOTION TO ENFORCE SETTLEMENT**

Comes now, pro se Plaintiff David Stebbins, who hereby submits the following Motion to Enforce Settlement in the above-styled action.

**Facts of the Case**

1. Jarrod Jones has, once again, failed to make payments on time pursuant to the settlement agreement. On June 11, 2025, I noticed that I had not yet been paid the \$100 from Jarrod Jones for the month of June. So I contacted him and asked him why that payment had not been forthcoming. He replied and stated that he had an extra high rent payment this month, so he chose to stiff me on payment. See **Exhibit A**. He also told me that he will delay payments in the future if he feels like it, and that he even intends to cease payments indefinitely if he loses his job! See **Exhibit B**.

2. This is the second time I've complained about a late payment (ECF 95 was the first time), but it's the third time he was late in paying me. The other time it happened was in March of 2025. When I messaged him on March 9, 2025 and asked him where the payment was (see **Exhibit C**), he sent the belated payment the next day (see **Exhibit D**).

**Pre-Filing Disclosures**

3. This motion is made following the conference of counsel pursuant to L.R. 7-3 which took place on June 14, 2025 over email.

**Relief Requested**

4. I ask the Court to order the following:

- (a) That Jarrod Jones is to make each payment on or before the 5<sup>th</sup> of each month, as

contractually obligated, unless ...

- i. he and I agree, in writing, to an extension of time to make the payment, and
- ii. said agreement is reached before the due date.

5. I then ask that the Court declare that any failure to do so will result in him being held in contempt of court for failure to follow this order.

6. That the Court does not have the power to unilaterally strip me of my right to payment under this settlement agreement, even if it wanted to. The Court cannot unilaterally change the terms of the contract except in a handful of limited equitable situations (such as reformation,<sup>1</sup> also known sometimes as rectification,<sup>2</sup> which is an extremely limited equitable remedy not relevant to any situation currently before the Court or any hypothetical situation the Defendant has postulated). So if I have the contractual right to be paid \$100 every month on the 5<sup>th</sup>, then the Court cannot unilaterally force me to accept anything less than that, even if it wanted to.

#### **Argument**

7. Frankly, I'm astonished that I should even have to say this. Just because Jarrod Jones is currently undergoing some financial hardship does not give him the right, under the law, to not pay me according to his contractual duties. It's as simple as that. This is such black-letter law that I shouldn't even have to provide a legal citation to prove it. Everyone knows this.

8. Just imagine if this logic were applied to literally any other type of debt. Imagine if he applied that logic to the very rent payments he is currently using as an excuse for not paying me on time; would his landlord not be legally allowed to evict him if he had the excuse that “unforeseen circumstances” caused him to not pay rent on time? Imagine if he owed a credit card debt, and he lost his job like he hypothesizes in Exhibit B, and so he petitions a court of competent jurisdiction to grant him leave to not make any more payments on the credit card until he gets another job, would the Court have the power to grant that relief? Of course not. Everybody knows that a court cannot do that. Also, everybody knows that, if he loses his job, it's his responsibility to (A) get a new job by any means necessary as fast as he can, and (B) find a way to make payments on the credit card by any means necessary. If he doesn't make the

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1 <https://www.law.cornell.edu/wex/reformation>

2 [https://en.wikipedia.org/wiki/Rectification\\_\(law\)](https://en.wikipedia.org/wiki/Rectification_(law))

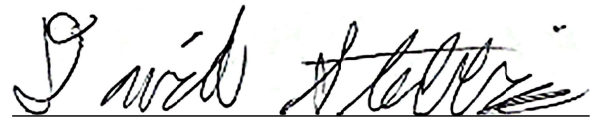
payments, he goes into default, and all the legal consequences that entails, personal excuses be damned. If he loses his job, that's *his* problem, not his creditors.

9. It's bewildering that I should have to explain this to a man in his thirties. He does not get to pay me whenever he feels like it. This is as simple and as straightforward as any concept can possibly be.

**Conclusion**

10. Wherefore, premises considered, I respectfully pray that this motion be granted.

So requested on this, the 15<sup>th</sup> day of June, 2025.

  
David Stebbins (pro se)

# **Exhibit A**

Re: Payment

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From: jarrod stangranch.com (jarrod@stangranch.com)

To: acerthorn@yahoo.com

Date: Wednesday, June 11, 2025 at 12:56 PM CDT

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Mr. Stebbins,

Due to unforeseen circumstances I had to pay a bit more money than usual for rent this month. It was either pay you the settlement money on time or get evicted. As I prefer to have a roof over my head and not live out on the street, I chose to pay my rent.

I will have your payment to you as soon as I am paid on Friday.

Thank you for your time and understanding.

Sincerely,

Jarrold Jones.

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**From:** Acerthorn <acerthorn@yahoo.com>

**Sent:** Wednesday, June 11, 2025 9:07:34 AM

**To:** jarrod stangranch.com <jarrod@stangranch.com>

**Subject:** Payment

Where the hell is your payment for this month?

# Exhibit B

## Re: Payment

From: jarrod stangranch.com (jarrod@stangranch.com)

To: acerthorn@yahoo.com

Date: Wednesday, June 11, 2025 at 02:33 PM CDT

Mr. Stebbins,

We've gone through this multiple times, and it is tiring, very tiring. Your hollow legal threats of contempt of court are an overextension of your role in the Settlement Agreement. You don't get to decide that the court does.

There are reasonable circumstances to delay payments, and keeping a roof over my head is a reasonable delay.

I understand the importance of the settlement agreement and my responsibility under it.

In the case that I've lost my job, that would lead to more reasonable delays in payment. In fact, if that does happen, I would have to inform the court and ask them to pause payments until I am able to acquire another job to make those payments.

As other financial hardships, like the rent at my place increasing from \$1700/mo. to \$1900/mo.

With that in mind, I will pay you as soon as I am able. Please remain patient during this time for me.

Thank you for your understanding,

Jarrold Jones

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**From:** Acerthorn <acerthorn@yahoo.com>  
**Sent:** Wednesday, June 11, 2025 11:59:00 AM  
**To:** jarrod stangranch.com <jarrod@stangranch.com>  
**Subject:** Re: Payment

I will not accommodate your dilemma. If I am not paid by this Friday, I will file a motion to hold you in contempt of court, and from now on, if I am not paid by the 5th like we previously agreed on, I will also file a motion for contempt.

You don't have a choice in this matter. You HAVE to pay me these settlement payments. They are legally binding. So you should have thought of that before you entered into any other contracts that might have interfered with this settlement.

On Wednesday, June 11, 2025 at 01:57:30 PM CDT, jarrod stangranch.com <jarrod@stangranch.com> wrote:

Mr. Stebbins,

A part of our agreement with my friends, I am required to pay rent as of six months ago due to the ever-increasing price for rent.

Please be understanding of the circumstances and I'll pay the settlement as soon as I am able to.

Thank you for your understanding and patience.

Sincerely,

Jarrold Jones

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**From:** Acerthorn <acerthorn@yahoo.com>

**Sent:** Wednesday, June 11, 2025 11:36:32 AM

**To:** jarrod stangranch.com <jarrold@stangranch.com>

**Subject:** Re: Payment

I thought you said you were living with a friend.

On Wednesday, June 11, 2025 at 12:56:41 PM CDT, jarrod stangranch.com <jarrold@stangranch.com> wrote:

Mr. Stebbins,

Due to unforeseen circumstances I had to pay a bit more money than usual for rent this month. It was either pay you the settlement money on time or get evicted. As I prefer to have a roof over my head and not live out on the street, I chose to pay my rent.

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**Subject:** Payment

Where the hell is your payment for this month?

# Exhibit C

## Settlement

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From: Acerthorn (acerthorn@yahoo.com)

To: jarrod@stangranch.com

Date: Sunday, March 9, 2025 at 06:34 PM CDT

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Dear Jarrod Jones,

I have not received your payment for March yet. Why not?

Sincerely,  
Acerthorn

# Exhibit D

[service@paypal.com](mailto:service@paypal.com) [www.paypal.com](https://www.paypal.com) >

From: service@paypal.com

To: David Stebbins



Mon, Mar 10 at 2:47 AM ☆

Hello, David Stebbins



**Jarrold Jones sent you**  
**\$100.00 USD**

**Amount**  
\$100.00 USD

**Note from Jarrod Jones**  
Settlement 11

**Transaction date**  
March 10, 2025

**Transaction ID**  
7YL94436AG195750V